

**Town of Tewksbury
Town Manager's Office
&
Town Center Master Plan
Committee
Request for Qualifications
For
Tewksbury Town Center Master
Plan**

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LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

Town Center Master Plan

The Tewksbury Town Manager's Office & Town of Tewksbury is seeking proposals for a Town Center Master Plan. The selected firm shall have demonstrated previous experience in providing specified services to similar projects, preferably in Massachusetts. A complete RFQ may be obtained, without charge, by contacting the Town of Tewksbury Town Manager's Office at (978) 640-4300. It is recommended that respondents to this request familiarize themselves with the detailed RFQ.

It is the intent of the Awarding Authority to award a contract within sixty (60) business days after receiving the proposals.

The deadline for submitting proposals to the Tewksbury Town Manager's Office is at 2:00PM, February 20, 2015. Proposals should be addressed to Richard A. Montuori, Town Manager, Tewksbury Town Manager's Office, 1009 Main Street (mailing address) 464 Main Street Tewksbury, MA. 01876. (temporary location the old Hardy-Pike House) Proposals must be clearly labeled **"Proposal for Town Center Master Plan"**.

I. PROJECT BACKGROUND

The Board of Selectmen formed a Town Center Master Plan Committee September 10, 2013 and they are charged with developing a Master Plan to improve the Town Center and possibly create a Village concept for the area. Improvements include traffic flow, pedestrian access, green space, and business development. The Mission of the Committee is to produce a Master Plan in a manner that is transparent and open to all stakeholders in an effort to provide a public process that is collaborative, cooperative and coordinated with the goal of achieving consensus and endorsement of the issues, goals and objectives and implementation strategies. The Committee was charged to undertake the following:

- 1) Determine the boundaries of the Town Center.
- 2) Determine land owners within those boundaries.
- 3) Work with Town Staff to develop a map boundaries and an overlay of land owners
- 4) Determine if a Consultant is needed in the process.
- 5) Study and identify ways to improve vehicular and pedestrian traffic.
- 6) Identify areas for increased residential use within the Center.
- 7) Identify the types of commercial business best suited for Center.
- 8) Provide an atmosphere for commercial expansion while maintaining the Center character.
- 9) Coordinate work with other relevant boards and committees on issues to enhance effectiveness and avoid redundancy.
- 10) Perform other related projects as may be requested by the Board of Selectmen or Town Manager.
- 11) Develop a draft document with recommendation for review by the Board of Selectmen.
- 12) Hold at least one public hearing on the recommendations for resident input.
- 13) Submit final report to the Board of Selectmen.

II. CURRENT PROJECT GOALS AND STATUS

The general high level goal of this planning effort is to develop a Master Plan for the Town Center that will improve pedestrian access, increase economic development and enhance the appearance of the current Center.

The specific goals and objectives are as follows:

1. Develop a Master Plan that is targeted and focused in nature; characterizing and examining core elements and presenting a consensus based vision and associated actions.
2. Core Elements include but are not limited to:
 - Parking
 - Circulation
 - Pedestrian / Bicycle
 - Connectivity / flow
 - Land use / Zoning
 - Way Finding Signage
 - Private Investment Opportunities
 - Public Investment Opportunities
 - Funding Opportunities for Center Village Continuous Improvement
3. Develop visual/graphics to assist in conveying the consensus based vision and associated action items.

4. Identify specific actionable items, recommendations, responsible parties and timeframe for implementation.
5. Develop cost estimates for actionable items and recommendations where appropriate.
6. Conduct a visioning session with Town residents and businesses to gain input for the Master Plan.

III. REQUEST FOR QUALIFICATIONS INSTRUCTIONS

Proposal Instruction

The requirements set forth in these “RFP Instructions” shall become an integral part of a subsequent contractual arrangement.

Receipt of Proposals

The deadline for submitting proposals to the Tewksbury Town Manager’s Office is at 2:00PM, February 20, 2015. Proposals should be addressed to Richard A. Montuori, Town Manager, Tewksbury Town Manager’s Office, 1009 Main Street (mailing address) 464 Main Street Tewksbury, MA. 01876. (temporary location the old Hardy-Pike House) Proposals must be clearly labeled **“Proposal for Town Center Master Plan”**.

No proposal received after the time established for receiving said proposals will be considered regardless of the cause for delay in the receipt of any such proposal(s).

Questions concerning this Request for Qualifications must be submitted in writing to: Richard A. Montuori, Town Manager, Tewksbury Town Manager’s Office, Tewksbury, MA, 01876. Questions may be delivered, mailed, emailed or faxed. The email address is rmontuori@tewksbury-ma.gov Written responses will be mailed, emailed or faxed to all Consultants on record as having picked up the RFP.

Marking of Envelopes

Original and six (6) copies of the proposal to:

**Richard A. Montuori, Town Manager
Tewksbury Town Manager’s Office
1009 Main Street
Tewksbury, MA 01876**

No later than: 2:00PM on February 20, 2015.

Postmarks will not be considered. It is the sole responsibility of the applicant to be sure that the proposal arrives on time. Proposals should be clearly marked **“Proposal for Town Center Master Plan”**.

Proposal Form

All proposals shall be received and evaluated in conformance with the requirements of Applicable Law and the RFP.

Each proposal set must clearly state “Non-Price Services Proposal” and include a separate sealed envelope containing a “Price Proposal.”

A proposal Selection Committee shall separate the “Price Proposal” from the “Non-Price Services Proposal”. The “Price Proposal” will not be opened until a review and ranking of the Services “Non-Price Services Proposal” by the Review Committee.

The “Town” will refer each “Non-Price Services Proposal” to the Selection Committee, which will determine whether it meets the minimum evaluation criteria set herein. Failure of a proposal to meet a minimum criterion will disqualify the proposal from further consideration. The Committee shall state in writing its reason for disqualifying any proposal.

Price Proposals should include a lump sum to undertake the Feasibility study as well as hourly billable rates for staff/employees.

Each Consultant shall complete the attached minimum evaluation criteria form identified as Attachment A and Application Form in Attachment F.

Plan of Services

A statement and outline of the scope of the firm’s services are to be provided.

Interpretation of Contract Documents

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or faxed to all Consultants on record as having requested the RFP. Addenda shall be made available to Consultants not later than three days prior to the date fixed for the receipt of proposals at the Tewksbury Town Manager’s Office, to the attention of Richard A. Montuori. Failure of any Consultant to receive any such addendum or interpretation shall not relieve any Consultant from any obligation under his submission. All addenda as issued shall become part of the contract documents.

Modification of Proposals

A Consultant may correct or modify a proposal by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled “Modification No.____.” Each modification must be numbered in sequence, and must reference the original RFP.

After the receipt deadline, a Consultant may not change any provision of the proposal in a manner prejudicial to the interests of the “**Town**” or fair competition. Minor informalities will be waived or the Consultant will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the Consultant will be notified in writing; the Consultant may not withdraw the proposal. A Consultant may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

Withdrawal of Proposals

Proposals may be withdrawn prior to the time of receipt of proposals, only on written request to the awarding authority. No Consultant shall withdraw his proposal within a period of sixty (60) days after the date set for the receipt of proposals.

Unexpected Closures

If at the time of the scheduled receipt deadline, the Town Manager's Office is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of proposals will be postponed to the next normal business day at the time posted in the request for proposals. Proposals will be accepted until that date and time.

References and Company Background

Must complete FORM RCB-1 and include with RFP.

Rule for Award of Contract

We will award a contract to the Consultant offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. The "Town" reserves the right upon the basis of such evaluations to reject the proposal of any and all Consultants who do not in its estimation pass under such evaluations or to select other than the apparent lowest price proposal if the evaluations or other investigations indicate that such action is in the best interests of the "Town".

Action on the award will be taken within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after receiving the proposals. The Tewksbury Town Manager will be the awarding authorities and all awards will be made in the best interest of the "Town". Following positive action by the Awarding Authorities, contracts and purchase orders will be issued accordingly.

Licensing

The "Consultant" shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the delivery of services referred to in this RFP.

Execution of Contract

Upon the acceptance of each selected consultant's submittal, the Town will incorporate into its Standard Contract, appropriate specifics for this procurement and submit the contract to the successful consultant for signing. In the event that the selected consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

Incorporated by reference into the contract which is to be entered into by the Town and the selected consultants pursuant to this RFP will be all of the information presented in or with this RFP and the consultant's response thereto, and all written communications between the Town and the successful consultant whose submittal is accepted.

A designated official of the consultant and the Town of Tewksbury shall execute the contract.

Insurance Coverage

Within (5) days after award of this contract, and prior to the commencement of any work activity, the “Consultant” shall deposit with the “Town”; certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the “Consultant” . The certificate must be in a form satisfactory to the “Town”. For the duration of this contract evidence of said coverage shall be filed with the Town Manager’s Office. Liability policies shall name the Town of Tewksbury, as an additional insured.

Worker’s Compensation

The “Consultant” shall, before commencing the contract, provide by insurance for the payment of compensation, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

Comprehensive General Liability Insurance

The “Consultant” shall carry Public Liability Insurance with an insurance company satisfactory to the “Town” so as to hold the “Town” harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the “Consultant” or for anyone in his employ during the execution of the work. Minimum coverage shall be as follows:

Comprehensive General Liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000) each person/each occurrence; Property Damage, One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) General Aggregate per project..

A Comprehensive Automobile insurance policy with the following limits: Bodily Injury, One Million Dollars (\$1,000,000) each person/each occurrence; or a Combined Single Limit of One Million Dollars (\$1,000,000) and Property Damage; One Million Dollars (\$1,000,000) each occurrence, or a Combined Single Limit of One Million Dollars (\$1,000,000) for owned, hired and non-owned autos.

Professional Liability Insurance covering claims arising out of errors, omissions and acts by Consultant in rendering professional services, in the amount of \$1,000,000.00

Umbrella Excess Liability coverage in the amount of One Million Dollars (\$1,000,000) over all Liability Insurance.

Include Indemnification to indemnify and hold harmless the Town of Tewksbury in the performance of the Services under this Agreement.

Provide the Town with Federal taxpayer identification number (FID).

The “Consultant” agrees to save, defend, indemnify and hold harmless the “Town” against any and all suits, claims or liabilities of every name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations under this contract or by reason of its failure to fully comply with the terms of this contract, such indemnity to run to the Town Officers, Agents and employees of the Town Tewksbury and The Tewksbury Town Manager’s Office .

The “Consultant” shall not cancel, change or revise any insurance relating to this contract without at least 15 days prior notice to Richard A. Montuori, Town Manager. Prior to the effective date of any such cancellation, the “Consultant” shall take out new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect.

Breach of Contract

In the case of failure on the part of the “Consultant” to execute the work as per agreement, the Town Manager reserves the right to terminate the contract, satisfying its wants through another “Consultant”, and the Town Manager may collect from the original “Consultant” any difference in price as a result of such failure on the part of the original “Consultant”. “Failure” shall be interpreted as meaning willful non-compliance of any item included in the specifications.

This contract may not be terminated for any other reason than that set forth in the above paragraph, unless by mutual consent of both parties to the contract, and then only if a minimum of thirty (30) days’ notice of intent to seek to terminate the contract is given in writing to all parties to the contract.

Exercise of the rights herein specified shall not impair or affect the “Client’s” right to recover the damages for breach of contract.

Contractual Liability

Failure to perform when such failure is due to an act of God, public enemy, fire, strikes, labor difficulties, transportation embargoes, or other similar causes beyond the control of the “Consultant”, shall be good and sufficient reason for excuse from contractual liability.

Good Faith, Fraud and Collusion

The Consultant hereby certifies that no officer, agent or employee of the Tewksbury Town Manager’s Office or The Town of Tewksbury (“Town”), has a special interest in the RFP; that the Consultant is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Non-Collusion form). **Form must be executed and returned with proposal.**

Acknowledgement of ADA and Section 504

The “Town” acknowledges the existence of the Americans with Disabilities Act (ADA) of 1990, and Section 504 of the Rehabilitation Act of 1973. The rights guaranteed within these Acts shall apply to this contract.

No Assignment

Assignment by a successful consultant to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the Town unless approved in advance by the Town in writing.

Contract

The firm selected will be required to execute Town of Tewksbury’s Services Agreement or if the Town desires another agreement approved by the Town.

Confidentiality

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a consultant in response to this RFP. Thus consultants who choose to submit confidential information do so at their own risk.

Length of Contract

The initial term of the contract shall be for one year. However, the Town of Tewksbury, at its sole option, may extend the contract for a maximum of two additional one-year terms.

Rights to Submitted Material

All submittals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by consultants shall become the property of the Town when received.

Non-Discrimination in Employment and Affirmative Action

The consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the consultant of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the consultant agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.

In the event of the consultant's non-compliance with the provisions of this section, the Town shall impose such sanctions, as it deems appropriate, including but not limited to the following:

- A. Withholding of payments due the consultant until the consultant complies; and
- B. Termination or suspension of any contract or agreement pursuant to this RFP.

IV. SCOPE OF SERVICES

1. Review all relevant plans, studies, reports.
2. Facilitate an inter-active consensus building / mapping / visioning workshop among Property Owners within the Study Area with a particular focus on the Core Elements. Specific focus shall be on identifying ideas/ concepts and actionable items for each core elements. The Core Elements include but are not limited to:
 - Parking
 - Circulation
 - Pedestrian / Bicycle
 - Connectivity / flow
 - Land use / Zoning
 - Way Finding Signage
 - Private Investment Opportunities
 - Public Investment Opportunities
 - Funding Opportunities for Center Village Continuous Improvement

The following are examples of topics / ideas that are expected / anticipated to be included:

- New parking resources / better management

- Potential sites for public open space, plazas, pocket parks, walkways, sidewalks
- Traffic and Circulation strategies / management
- Potential locations, types, scale and scope of new private investment (mixed use, re-use of 2nd /3rd floors)
- New/revised Town programs and initiatives (façade improvement program, permitting, signage, etc.)
- Identification of private / public programs

3. Consultant will avail themselves for one-on-one communications with property owners for more detailed or follow up as needed. This may be achieved via telephone calls, site visits and / or “office hours”

4. Consultant will prepare a Town Center Master Plan per standards in Section III. This will require the Consultant to integrate, summarize and coordinate results / feedback not only from the Property Owner’s visioning session, but also from the TCMP committee’s Process and associated plans / reports (see section V for more details).

The Master Plan will also identify specific actionable items, recommendations, responsible parties and timeframe for implementation and develop cost estimates for actionable items and recommendations where appropriate.

5. Consultant will prepare visual/graphics to assist in conveying the consensus based vision and associated action items. These visuals/graphics should be able to serve as stand-alone exhibits. At a minimum, the following stand alones shall be prepared:

- Concept Plan for the entire Center Study Area
- Concept Plan focused on the “The Town Common”
- Perspective view along / from “Route 38”

6. Final Public Presentation

V. Timeline, Process and Coordination between TCMP Committee and Consultant
Per section IV.4, Prepare a Master Plan, this will require coordination of both the timeline and process between the Town Center Master Plan Committee and the Consultant

V. QUALIFICATIONS

All firms must possess the following minimum qualifications:

1. Experience developing and implementing public participation techniques such as holding public and study committee meetings, conducting key person interviews, developing citizen surveys, etc.
2. At least one member of the consulting team shall have prior experience conducting town center/ village planning. This member should be the project leader and assume overall project coordination between the Town and the consulting team.
3. Experience developing and recommending policies and procedures related to feasibility studies, village design, planning, and land acquisition expertise.
4. Experience setting goals, analyzing complex problems, generating alternative solutions, and providing recommendations and implementation strategies.
5. At least one member of the consulting team should be from the following disciplines: registered landscape architect, architect or engineer.
6. Massachusetts registration and licensing in all applicable disciplines.
7. Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts, and other agencies related to the design and construction of public sector projects.
8. Thorough knowledge of Massachusetts State Building Code and regulations of the Architectural Barriers Board.
9. Sufficient levels of staff to complete the project.
10. Must have prior to signing of the contract:
 - A. Professional Liability Insurance as stated in the RFP
 - B. Workers Compensation Insurance in accordance with all applicable states laws.
 - C. Liability Insurance stated in the RFP
11. The Selection Committee shall require a Certificate of Insurance in accordance with the above requirements from an insurance company licensed to do business in the Commonwealth of Massachusetts.
12. Submit Federal taxpayer identification number (FID).
13. Consultant must have a minimum of three (3) years of satisfactory performance under at least three (3) different contracts similar to the proposed contract.

VI. SELECTION PROCEDURES

The Selection Committee will review all proposals and select one firm for a short list. The selection of the finalist will be based on the following criteria:

1. Prior similar experience of the firm and the experience and qualifications of the personnel assigned to the project.
2. Past performance on public sector projects.
3. Financial Stability.
4. Completed application form for “Consultant” Services in Attachment F
5. Identity and qualifications of all consultants who will work with the applicant on the projects if applicable
6. Any other criteria that the Selection Committee considers relevant for the project.
7. Scope of services offered and the appropriateness to the needs of the Tewksbury Town Manager’s Office and the Town of Tewksbury..
8. Quality of past work and evaluation of past clients.
9. All other criteria as listed in Attachment B.

VII. GENERAL AND SPECIAL PROVISIONS

1. The Selection Committee reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award contracts as may be in the best public interest of the Tewksbury Town Manager’s Office & Town of Tewksbury (“Town”).
2. All proposals become the property of the Tewksbury Town Manager’s Office & Town of Tewksbury (“Town”).
3. The firm selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of an architectural firm shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.
7. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
8. Proposals must be unconditional.

9. Selection shall be subject to additional discussions and/or negotiations based on proposals received.
10. The Tewksbury Town Manager's Office & Town of Tewksbury ("Town") is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.
11. No protests regarding the validity or appropriateness of the specifications or of the Request for Proposals will be considered unless the protest is filed in writing with the "Town" prior to the closing date for proposals. Should a protest be rejected or disallowed the protester may within forty-eight (48) hours (except Saturdays, Sundays, and State holidays) appeal this decision in writing to the Review Board.

VIII. MINIMUM EVALUATION CRITERIA

Each applicant shall indicate his/her agreement with each of the following questions as part of their submission.

To merit further consideration of a proposal by the Selection Committee the applicant must indicate "yes" and comply, where appropriate, with each statement below.

1. Has the "Consultant" conformed in all material respects to the submission requirements as set forth in the RFP?
YES___ NO___
2. Has the "Consultant" the experience to prepare studies, project cost estimates, bid documents and provide project administrative services?
YES___ NO___
3. Has the "Consultant" read this Request for Proposal and understood their role?
YES___ NO___
4. Has the "Consultant" a minimum of five years' experience in the design and renovation of public buildings in Massachusetts?
YES___ NO___
5. Has the "Consultant" knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding, and construction of Massachusetts public building projects including the State Building Code, regulations of the Architectural Barriers Board, and Massachusetts public bidding and procurement laws?
YES___ NO___
6. Does the "Consultant" possess all necessary current licenses and registrations within the firm, to qualify under Massachusetts law to perform the function of the architect?
YES___ NO___
7. Has the "Consultant" provided a detailed description of at least four (4) recent similar projects on which the "Consultant" has performed similar services?
YES___ NO___
8. Has the "Consultant" not been debarred under M.G.L., chapter 149, Section 44C?

YES____ NO____

After evaluating the minimum criteria the remaining proposals shall be evaluated by the Selection Committee based on the comparative evaluation criteria specified in Attachment B. In analyzing responses to the evaluative criteria, the Selection Committee shall consider the qualifications of the applicant and make any investigations deemed relevant to the selection process. Attributes of services proposed, investigations into qualifications, project team, prior relevant experience, past performance, ability to meet project time schedules, and responsibility of the applicant may also be considered. The Selection Committee will confirm claims of past experience and may request finalists to attend an interview to further explain or clarify their summary statement of qualifications or other elements of their proposal.

IX. COMPARATIVE CRITERIA

Proposals will be evaluated by the Selection Committee on the basis of submission requirements and the following ranking criteria in addition to those listed in “Selection Procedure”:

1. Relevant experience of Consultant and/or proposed project staff:

Highly Advantageous: The Consultant has at least five (5) years of experience consulting for a municipality on similar type projects of comparable size and scope to this project.

Advantageous: The Consultant has at least three (3) years of experience consulting for a municipality on similar type projects of comparable size and scope to this project.

Not Advantageous: The Consultant has less than three (3) years of experience consulting for a municipality on similar type projects of comparable size and scope to this project.

2. Consultant's demonstrated ability to complete projects on a timely basis:

Highly Advantageous: All four of the Consultant's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

Advantageous: Only one of the Consultant's references indicates that the project was completed with substantial delays attributable to the Consultant.

Not Advantageous: Two of the Consultant's references indicate that the project was completed with substantial delays attributable to the Consultant.

Unacceptable: All four of the Consultant's references indicate that the project was completed with substantial delays attributable to the Consultant.

3. Evaluation of the proposed plan:

Highly Advantageous: The proposal contains a clear and comprehensive plan that addresses all of the project objectives stated in the RFP.

Advantageous: The proposal contains a clear plan that addresses most of the project objectives stated in the RFP.

Not Advantageous: The proposal does not contain a clear plan that addresses most of the project objectives stated in the RFP.

4. Prior Experience with Tewksbury Town Manager's Office & Town of Tewksbury ("Town"):

Highly Advantageous: Awarded contracts by Tewksbury Town Manager's Office & Town of Tewksbury ("Town") to provide similar services during the past five years.

Advantageous: Familiar with the Town of Tewksbury through third party agreements to provide services.

Not Advantageous: Has not visited project sites and reviewed work areas.

5. Proposals will be rated on these criteria as follows:

- **Highly Advantageous** - Proposal excels on specified criteria.
- **Advantageous** - Proposal fully meets the evaluation standard, which has been specified.
- **Not Advantageous** - Proposal does not fully meet the evaluation standard, is incomplete or unclear, or both.
- **Unacceptable** - Proposal does not meet the specified criteria.

X. COMPARATIVE EVALUATION CRITERIA

The Tewksbury Town Manager's Office and the Town of Tewksbury ("Town") places a premium on the applicants approach to the project and the ability to present a program of services, which complies with the required Project Scope in a manner which is clear, concise and complete with respect to required activities. The "Town", will find it unacceptable if such a program of services is not included, or is included in an incomplete manner. Proposals that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Proposals which address all required items in an adequate manner but are unclear in some respects which leave questions on the part of the "Town" as to key aspects of the manner in which tasks will be performed will be given the rating of advantageous. Proposals, which excel in all respects in clearly and concisely addressing all required elements of the Scope of Services shall be given the rating of highly advantageous.

ATTACHMENT A

References and Company Background

Name and Address of Consultant

Indicate the number of years the firm has been in business. _____

Indicate the number of years the firm has been providing services to public Sector projects. _____

Provide at least four references of persons who are familiar with your work. The Tewksbury Town Manager's Office & the Town of Tewksbury ("Town") is to have express permission to contact either in person, by phone/or correspondence as to past performance. **Include Name, Address, and Telephone Number with area code.**

1. _____

2. _____

3. _____

4. _____

ATTACHMENT B

CERTIFICATION OF NON-COLLUSION

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____ or _____
Social Security Number Federal I.D. Number

Firm Name _____

Business Address _____

Representative _____ Title _____
(Please print)

Signature _____ Date _____

ATTACHMENT C

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

Name

Title

ATTACHMENT D

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A,
_____, authorized signatory for

Name of signatory

_____, whose

Contractor

Principal place of business is at _____,

_____ does hereby certify under the pains and penalties of
perjury that _____

has paid all

Contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

Signature required

Federal Identification No. of _____: _____
Contractor Number

ATTACHMENT E
CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____
_____ held on _____ at which all the
Directors were present or waived notice, it was voted that _____,
_____ of this company, be and he/she hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto,
and such execution of any contract or obligation in this company's name on its behalf by
_____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

Date of this Contract

I hereby certify that I am the Clerk of _____, that
_____ is duly elected _____ of said
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a
notarized copy of vote of corporation authorizing the signatory to sign this bid/written
request/quotation form. If attesting clerk is the same person as the individual executing this
contract, have signature notarized above.